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STATE MS. - DESOTO CO.

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BK 1687 PG 254
W.E. DAVIS CH. CLK.

MODIFICATION AGREEMENT LOAN AND DEED OF TRUST

This Agreement, made and entered into 13th day of MARCH 2003, by and between BANCORPSOUTH BANK, a Mississippi banking corporation with principal offices in Tupelo, Mississippi, with branch or division address of 7125 AIRWAYS BLVD, SOUTHAVEN, MISSISSIPPI 38671 (the "Bank") and JOSEPH POPPENHEIMER (the "Borrower").

RECITALS

A. The Borrower has executed and delivered a certain Note dated NOVEMBER 10, 1999 in the original principal amount of \$1,433,227.40 (the "Note") which in writing authorizes by its terms renewals, extensions, modifications, and/or refinancings thereof, and Deed of Trust on property located in DESOTO COUNTY, MISSISSIPPI, the Deed of Trust being dated NOVEMBER 10, 1999 and recorded in the DESOTO COUNTY, MISSISSIPPI Chancery Clerk's Office in Trust Deed Book 1167, Page 327, (the "Deed of Trust"), to which reference is made for a more particular description of the property and the indebtedness secured thereby.

B. The Bank is the Holder of the Note secured by the Deed of Trust.

C. The parties desire to modify and amend the terms of the Note and Deed of Trust as provided herein.

AGREEMENT

NOW, therefore, for and in consideration of the mutual covenants and benefits to the parties, it is agreed:

1. **MODIFICATION OF THE NOTE.** The following modifications to the Note shall be effective as of FEBRUARY 20, 2003 (the "Effective Date"):

a. **Interest Rate:** The rate of interest on the unpaid balance of Principal of the Note shall be 5.00%.

b. **Maturity Date:** The entire unpaid balance of principal and all accrued but unpaid interest, if not sooner shall be due and payable on JANUARY 20, 2008 (the "Maturity Date").

c. **Terms of Repayment:** The unpaid balance of principal and accrued interest shall be payable as follows:

In 59 equal monthly payments of \$8,570.51 beginning MARCH 20,

2003, & on the 20th of each month thereafter & with a final balloon note of all remaining principal & interest due JANUARY 20, 2008.

The unpaid balance of principal as of the Effective Date is \$1,353,329.51.

2. **MODIFICATION OF LIEN OF DEED OF TRUST.** The lien of the Deed of Trust shall be modified to the newly modified Maturity Date, plus any additional term permitted by the laws of the State of Mississippi. THE CLERK OR ANY DEPUTY THEREOF OF THE RECORDING OFFICE IS HEREBY AUTHORIZED AND EMPOWERED TO, AND HEREBY REQUESTED TO NOTE ON THE RECORD OF THE DEED OF TRUST THE RECORDATION OF THIS AGREEMENT.
3. **OTHER AND FUTURE ADVANCES.** All other money heretofore or hereafter advanced by the Bank at its option to or for the account of Borrower, and all other present or future direct or contingent liabilities and indebtedness of Borrower to the Bank of any nature whatsoever, and any extensions, renewals, refinancings or additional or other modifications thereof shall be secured by the Deed of Trust, except that any advances, liabilities, and indebtedness otherwise secured under the provisions of this paragraph shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act, if at the time such debt is or was created, and legally required disclosure of the security interest and lien contemplated herein shall not have been made.
4. **WAIVER OF RIGHTS OF REDEMPTION, HOMESTEAD, DOWER, CURTESY AND EXEMPTION.** Borrower expressly waives all right of homestead exemption, the statutory right of redemption, and the equity of redemption, and relinquishes all right of dower and curtesy in the property described in the Deed of Trust, and further waives, releases and relinquishes all other rights or exemptions of every kind.
5. **PREPAYMENT PENALTY.** Except, as provided below, Borrower may make a full prepayment or a partial prepayment at any time without any charge. However, if within the term of this loan Borrower should decide to refinance this loan with another lending institute, this note will carry a declining prepayment penalty of 5% in the first year, 4% in the second year, 3% in the third year, 2% in the fourth year, and 1% in the last year.
6. **LIMITED MODIFICATION.** THIS IS INTENDED TO BE A MODIFICATION OF THE SAME INDEBTEDNESS OR OBLIGATIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS MODIFICATION AGREEMENT, THE TERMS, CONDITIONS AND PROVISIONS OF THE NOTE AND DEED OF TRUST SHALL NOT BE AFFECTED, MODIFIED, ALTERED OR IMPAIRED IN ANY MANNER, INCLUDING BUT NOT LIMITED TO THE LIEN, PRIORITY, AND/OR VALIDITY OF THE DEED OF TRUST. IT IS THE EXPRESS INTENTION OF THE PARTIES THAT EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE ORIGINAL TERMS OF THE NOTE AND DEED OF TRUST ARE HEREBY RATIFIED AND CONFIRMED AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND THIS MODIFICATION IS INTENDED AS A LIMITED MODIFICATION ONLY AND NOT AS A NOVATION OF SAID NOTE NOR A NEW OBLIGATION. ALL PRIOR NOTES OR OTHER FORMS OF OBLIGATIONS OR INDEBTEDNESS SECURED BY THE DEED OF

TRUST REMAIN IN FULL FORCE AND EFFECT.

BANCORPSOUTH BANK

BY:

Albert Watson
1st Vice-President

Joseph Poppenheimer

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 13th day of March, 2003, within my jurisdiction, the within named JOSEPH POPPENHEIMER, who acknowledged that he executed the above and foregoing instrument.

My Commission Expires

1-26-07



Angela Renee Harrison
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 13th day of March, 2003, within my jurisdiction, the within named ALBERT WATSON, who acknowledged that he is 1st Vice-President of BancorpSouth Bank, a Banking Corporation, and that for and on behalf of the said Corporation, and as it act and deed she executed the above and foregoing instrument, after first having been duly authorized by said Corporation so to do.

MY COMMISSION EXPIRES

1-26-07



Angela Renee Harrison
NOTARY PUBLIC